

Service-Specific Terms

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Dropbox Business and Dropbox Business Plus

1. Service Description. The Dropbox Business and Dropbox Business Plus Services offer a suite of tools to manage a team's content and workflows in one place. For example, End Users may be able to store and protect content, collaborate with others on content, get analytics on content they've shared, and send Signature requests.
2. Terms for Specific Functionality. Compliance and audit information is as set forth for the Audited Features. Otherwise, the functionality and infrastructure applicable to these Services is described in the other Service-Specific Terms sections as follows:
 - 2.1. File storage, syncing, and sharing functionality is subject to the Dropbox Standard, Advanced, Enterprise, and Education Service-Specific Terms.
 - 2.2. The "Send and track" functionality with analytics is subject to the DocSend Service-Specific Terms.
 - 2.3. The "Signatures" and "Sign Standard Add-On" functionalities are subject to the Dropbox Sign Service-Specific Terms.

Dropbox Standard, Advanced, Enterprise, Education, and Replay

1. Service Description. The Dropbox Standard, Advanced and Enterprise services are an online file storage, synchronization, and sharing service for teams that allow Customer's End Users to store, sync, and access files across multiple devices and to share files with others. Administrators can manage team activity and access, billing, and integrations with other tools. Dropbox Replay is a tool that allows users to collaborate on audio, image, and video projects in real-time.
2. Security & Audits.
 - 2.1. Security Resources. Dropbox provides the following Security Resources for these services: (a) the Dropbox Security Whitepaper available at https://www.dropbox.com/static/business/resources/Security_Whitepaper.pdf; and (b) the information found at <https://www.dropbox.com/business/trust/compliance/certifications-compliance> and <https://www.dropbox.com/security/gdpr>.
 - 2.2. Audits. Dropbox has completed Audit Reports as set forth for the applicable Audited Features. Customers can request a copy of the Audit Reports in accordance with Section 4.3 of the DSA.
3. Privacy.
 - 3.1. Sub-processors. Dropbox will list its current Sub-processors for these Services at: <https://subprocessor.dropbox-legal.com/subprocessorlist.html>.
4. Customer Domains. Prior to providing the Services, Dropbox may require Customer to verify that Customer owns or controls the Customer Domains. If Customer does not own or control the Customer Domains, then Dropbox will have no obligation to provide Customer with the Services.
5. Free Teams. Dropbox may offer free access subscription, non-trial, limited versions of its Services for teams from time to time ("Free Teams"). Free Teams may be sold under various names. Notwithstanding anything to the contrary, documentation or resources for the Services regarding Administrator controls or the "Admin Console" may not apply to Free Teams.

Dropbox Dash

1. **Service Description.** Dash is a tool to retrieve and organize relevant information stored and created across different services or tools. Dash works by connecting to and collecting data stored in other services and simplifying the process of searching for, accessing, and using relevant information dispersed across connected tools. These terms only apply to your organization's use and implementation of Dash, all references to Services in this Section are only references to Dash.
2. **Security & Audits.**
 - 2.1. **Security Resources.** Dropbox provides Security Resources for these Services including the Dash Security Architecture Overview Whitepaper, at <https://trust.dropbox.com/>.
 - 2.2. **Audits.** Dropbox has completed Audit Reports as set forth for the applicable Audited Features. Customers can request a copy of the Audit Reports at <https://trust.dropbox.com/> and in accordance with Section 4.3 of the DSA.
3. **Privacy.**
 - 3.1. **Sub-processors.** Dropbox will list its current Sub-processors for these Services at: <https://subprocessor.dropbox-legal.com/dash-subprocessorlist.html>
4. **Product Features.**
 - 4.1. **Usage Limitations.** Dropbox may be required to limit or suspend your use of Dash when such suspension or limitation is necessary to prevent harm or liability to other customers/individuals, or to preserve the security, stability, availability, or integrity of the Services.
 - 4.2. **Output.** The Services may provide results to search queries, answers to submitted questions, or other suggestions likely to be relevant based on contextual information and Customer Data available to the Services ("Output"). As between Dropbox and Customer, Customer owns Output. Customer is responsible for its and its End Users' use of Output. For the sole purpose of enhancing and delivering the Services, Customer authorizes Dropbox to review Output. For example, in the event Customer indicates Output is inaccurate, Dropbox may review that Output to improve future responses.
 - 4.3. **Third Party Connected Services.**
 - 4.3.1. The Services can connect to a wide variety of supported services to collect and organize information (the "Connected Services") described in documented materials made available to you by Dropbox or described on your Order Form. Data loaded from Connected Services and stored by Dash is Stored Data under the DSA.
 - 4.3.2. Dropbox is not responsible for the performance of the Connected Services, including the integrity or security of data stored in a Connected Service.
 - 4.3.3. If an Administrator connects Connected Services on behalf of End Users, Customer represents and warrants that it has any necessary permissions to do so. Section 3.4(b) of the DSA applies to the performance and use of the Connected Services. With respect to Dropbox and Customer, Customer is solely responsible for its use of the Connected Services.

Dropbox Sign Mobile, WebApp, and API

1. **Service Description.** Dropbox Sign is an electronic signature service which allows Customers to display, deliver, acknowledge, store, and electronically sign documents. Customers can use the Dropbox Sign mobile or web application ("Dropbox Sign UI") or the Dropbox Sign Application Programming Interface ("Dropbox Sign API"). The Dropbox Sign API allows Customers to easily integrate or embed the Dropbox Sign electronic signature solution into its websites, applications, workflows or other properties ("Customer

Properties”), creating a clean, branded, and seamless online experience allowing users to complete agreements or transactions within the company and/or with Customer’s customers.

2. Security & Audits.

2.1. Security Resources. Security Resources regarding these Services are available at <https://www.hellosign.com/trust/security>.

2.2. Audits. Dropbox has completed Audit Reports as set forth for the applicable Audited Features. Customers can request a copy of the Audit Reports in accordance with Section 4.3 of the DSA.

3. Privacy.

3.1. Sub-processors. Dropbox will list its current Sub-processors for these Services at: <https://subprocessor.dropbox-legal.com/subprocessorlist.html>.

3.2. Customer Obligations. Customer agrees to: (i) maintain a legally-adequate privacy policy on Customer Properties, and provide all required disclosures; (ii) obtain all necessary rights, releases, and consents to allow Customer Data or other information (including any personal information) to be collected, used, and disclosed in the manner contemplated by this Agreement and to grant Dropbox the rights and licenses set out in the Agreement.

4. Electronic Signature Responsibilities. Customer acknowledges and agrees that: (i) as between Dropbox and Customer, Customer has exclusive control and responsibility for the content of all Customer Data, including any documents used with the Services; (ii) certain types of documents, agreements, or contracts may be excluded from general electronic signature laws (such as wills, trusts, court orders, or family law matters), or may have specific regulations that are applicable to them; (iii) Customer is solely responsible for ensuring that the documents, agreements or contracts it uses with the Services are appropriate for electronic signatures, and Dropbox is not responsible or liable for any such determination or use; and (iv) consumer protection laws or regulations may impose specific requirements for electronic transactions involving consumers. Customer is solely responsible for ensuring it complies with all such laws/regulations and Dropbox has no obligations to make such determination or assist with fulfilling any requirements therein.

5. Dropbox Sign Authentication.

5.1. Dropbox Sign UI. If Customer is using Dropbox Sign UI, a person signing a document via the Services must either have a Dropbox Sign account or have received a request for signature in their email account.

5.2. Dropbox Sign API. To the extent that Customer elects to use the Dropbox Sign API to enable embedded features on Customer Properties, Customer is required to authenticate the identity of each signer/end user through email confirmation or such other means that Dropbox may approve in its sole discretion. Customer is solely responsible and liable for such authentication and will indemnify, defend and hold Dropbox harmless against any claim related to such authentication. If Customer is using a third-party API or other service that allows Customer to perform any end user/participant/signer authentication, then Customer is solely responsible and liable for such authentication.

6. Audit Trails. Documents completed in the Services include an audit trail that contains information that helps track your document through its lifecycle. This information includes, but is not limited to, unique document ID generated by the Services, email addresses of the sender and recipient(s), IP addresses of the sender and recipient(s), and track events (such as date, time, and location when the following events occur - document uploaded, document viewed, document removed, document sent, document signed, decline to sign, signer email address updated, signer access code authenticated, signature request cancelled).

7. Dropbox Sign API Terms. The following terms apply to use of the Dropbox Sign APIs.

7.1. Signature Requests. A “Signature Request” is the transaction that takes place when Customer initiates a new signature process and makes a corresponding call to the Dropbox Sign APIs. For example, if you call “signature_request/send” to send out documents for signature, this will constitute one (1) Signature Request. Note that a single Signature Request can be used to gather signatures from multiple signers in cases where they are all involved in the same contract.

7.2. API Keys. In order to use the Dropbox Sign APIs, Customer must obtain its unique API credentials (an “API Key”) via the registration process. Customer is solely responsible for all activity associated

with its API Key, regardless of whether it has knowledge of such activity. Customer must not share its API Key with any third party, shall keep such API Key secure, and shall use it as Customer's sole means of accessing the Dropbox Sign API.

- 7.3. **Limits.** Subject to any additional limits set forth on the Order Form or on a product description page, Customers with a paid subscription can make up to: (a) 100 requests per minute for standard API requests; (b) 25 requests per minute for higher tier API requests; and (c) 10 requests per minute in test mode. Collectively the above are "Transaction Limits." Please contact our sales department if you wish to increase your Transaction Limits. Dropbox may be required to limit or suspend your use of the Dropbox Sign APIs when such suspension or limitation is necessary to prevent harm or liability to other customers/individuals, or to preserve the security, stability, availability, or integrity of the Services. Notwithstanding the foregoing, Dropbox may limit the number of API requests for Customers on a "basic" or free tier in its discretion.
- 7.4. **Properties.** Only those Customer Properties that have been approved by Dropbox may access and use the Services. Dropbox reserves the right to reject any Customer Property, for any reason, in its sole discretion, including but not limited to ensure that you comply with the Agreement and the Acceptable Use Policy. Furthermore, you will ensure that the Customer Properties contain terms of service and privacy policies that are consistent with the terms of this Agreement.
- 7.5. **API Restrictions.** You agree that you will not (and will not permit any third party to) directly or indirectly: (a) create an API client that functions substantially the same as the Dropbox Sign APIs; (b) make any use of the Dropbox Sign APIs for any purpose independent of the Customer Properties; (c) misrepresent the source or ownership of the Dropbox Sign APIs or remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the Dropbox Sign APIs; or (d) interfere with or disrupt the Dropbox Sign APIs or the servers or networks providing the Dropbox Sign APIs or Services.
- 7.6. **Customer Applications.** Customer may use the Dropbox Sign APIs to develop applications and/or embedded signing experiences for use by Customer or Customer's clients and their respective end users (collectively "Customer Applications"). Customer shall be solely responsible for the Customer Applications and shall ensure it has: (a) provided its customers, clients, and end users with the applicable terms (including privacy terms) that authorize Dropbox to provide the Services hereunder, and (b) the proper authority and/or authorization to share user or signer information (including personally identifiable information) with Dropbox.
8. **Dropbox Sign for Salesforce.** The following terms apply to use of the Dropbox Sign for Salesforce integration in connection with your use of these Services.
 - 8.1. **Description.** "Dropbox Sign for Salesforce" means the integration for the Services with Salesforce that lets you quickly prepare documents for electronic signature, minimize the back-and-forth follow-up, and simplify the signing process for your clients by using data from fields in your Salesforce account.
 - 8.2. **Storage.** When using Dropbox Sign for Salesforce, signed documents will be stored within Customer's Salesforce account.
 - 8.3. **Eligibility.** Customer must be on a Dropbox Sign enterprise plan (or higher tier) to access this integration. Customer (or its administrator) can add users to its Salesforce integration within the limits of Customer's subscription plan. Dropbox Sign for Salesforce works with both Salesforce Classic and Salesforce Lightning Experience.

Dropbox Forms and Dropbox Forms API

1. **Service Description.** Dropbox Forms is an intelligent workflow automation service that simplifies document completion through advanced data validation, conditional logic, integrated e-signatures, and mobile-first design. Customers can use the Dropbox Forms visual interface ("Dropbox Forms UI") or the Dropbox Forms Application Programming Interface ("Dropbox Forms API"). The Dropbox Forms API allows Customers to easily integrate or embed the Dropbox Forms workflow automation and e-signature solutions

into its websites, applications, workflows or other properties (“Customer Properties”), creating a clean, branded, and seamless online experience allowing users to complete agreements or transactions.

2. Security & Audits.

2.1. Security Resources. Security Resources regarding these Services are available at <https://www.hellosign.com/trust/security>.

2.2. Audits. Dropbox has completed Audit Reports as set forth for the applicable Audited Features. Customers can request a copy of the Audit Reports in accordance with Section 4.3 of the DSA.

3. Privacy.

3.1. Sub-processors. Dropbox will list its current Sub-processors for Dropbox Forms at: <https://subprocessor.dropbox-legal.com/subprocessorlist.html>.

3.2. Customer Obligations. Customer agrees to: (i) maintain a legally-adequate privacy policy on Customer Properties, and provide all required disclosures; (ii) obtain all necessary rights, releases, and consents to allow Customer Data or other information (including any personal information) to be collected, used, and disclosed in the manner contemplated by this Agreement and to grant Dropbox the rights and licenses set out in the Agreement.

4. Electronic signature responsibilities. Customer acknowledges and agrees that: (i) as between Dropbox and Customer, Customer has exclusive control and responsibility for the content of all Customer Data, including any documents used with the Services; (ii) certain types of documents, agreements, or contracts may be excluded from general electronic signature laws (such as wills, trusts, court orders, or family law matters), or may have specific regulations that are applicable to them; (iii) Customer is solely responsible for ensuring that the documents, agreements or contracts it uses with the Services are appropriate for electronic signatures, and Dropbox is not responsible or liable for any such determination or use; and (iv) consumer protection laws or regulations may impose specific requirements for electronic transactions involving consumers. Customer is solely responsible for ensuring it complies with all such laws/regulations and Dropbox has no obligations to make such determination or assist with fulfilling any requirements therein.

5. Audit Trails. Documents signed using the Services include an audit trail that contains information that helps track your document through its lifecycle. This information includes, but is not limited to, unique document ID generated by the Services, email addresses of the sender and recipient(s), IP addresses of the sender and recipient(s), and track events (such as date, time, and location when the following events occur - document uploaded, document viewed, document removed, document sent, document signed, decline to sign, signer email address updated, signer access code authenticated, signature request cancelled).

6. Dropbox Forms Authentication.

6.1. Dropbox Forms UI. If Customer is using Dropbox Forms UI, a person signing a document via the Services must either have a Dropbox Sign account or have received a request for signature in their email account.

6.2. Dropbox Forms API. To the extent that Customer elects to use the Dropbox Forms API to enable embedded features on Customer Properties, Customer is required to authenticate the identity of each participant/signer/end user through email confirmation or such other means that Dropbox may approve in its sole discretion. Customer is solely responsible and liable for such authentication and will indemnify, defend and hold Dropbox harmless against any claim related to such authentication. If Customer is using a third party API or other service that allows Customer to perform any end user/participant/signer authentication, then Customer is solely responsible and liable for such authentication.

7. Workflows. A “Workflow” is the combination of multiple tasks or processes being utilized. The Dropbox Forms UI allows End Users to create combinations of multiple forms and documents that are required to be completed by a recipient. After a Workflow is launched it becomes a Transaction.

8. Transactions.
 - 8.1. Dropbox Forms UI. For Dropbox Forms UI, A “Transaction” occurs when a Customer or End User launches a Workflow from the Dropbox Forms UI.
 - 8.2. Dropbox Forms API. For Dropbox Forms API, a “Transaction” is the use of the API to initiate either: (a) the collection and/or dissemination of information, or (b) a signature request.
 - 8.3. Limits. Subject to any additional limits set forth on the Order Form or on a product description page, Customers with a paid subscription can make up to: (a) 500 Transactions per hour; and (b) 50 Transactions per hour in test mode. Collectively the above are “Transaction Limits.” Dropbox may be required to limit or suspend your use of the Services when such suspension or limitation is necessary to prevent harm or liability to other customers/individuals, or to preserve the security, stability, availability, or integrity of the Services. Notwithstanding the foregoing, Dropbox may limit the number of Transactions for Customers on a “basic” or free tier in its discretion.
9. Dropbox Forms API Terms. The following terms apply to use of the Dropbox Forms APIs.
 - 9.1. API Keys. To use the Dropbox Forms APIs, Customer must obtain its unique API credentials (an “API Key”) via the registration process. Customer is solely responsible for all activity associated with its API Key, regardless of whether it has knowledge of such activity. Customer must not share its API Key with any third party, shall keep such API Key secure, and shall use it as Customer’s sole means of accessing the Dropbox Forms API.
 - 9.2. Properties. Only those Customer Properties that have been approved by Dropbox may access and use the Services. Dropbox reserves the right to reject any Customer Property, for any reason, in its sole discretion, including but not limited to ensure that you comply with the Agreement and the Acceptable Use Policy. Furthermore, you will ensure that the Customer Properties contain terms of service and privacy policies that are consistent with the terms of this Agreement.
 - 9.3. API Restrictions. You agree that you will not (and will not permit any third party to) directly or indirectly: (a) create an API client that functions substantially the same as the Dropbox Forms APIs; (b) make any use of the Dropbox Forms APIs for any purpose independent of the Customer Properties; (c) misrepresent the source or ownership of the Dropbox Forms APIs or remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the Dropbox Forms APIs; or (d) interfere with or disrupt the Dropbox Forms APIs or the servers or networks providing the Dropbox Forms APIs or Services.
 - 9.4. Customer Applications. Customer may use the Dropbox Forms APIs to develop applications and/or embedded signing experiences for use by Customer or Customer’s clients and their respective end users (collectively “Customer Applications”). Customer shall be solely responsible for the Customer Applications and shall ensure it has: (a) provided its customers, clients, and end users with the applicable terms (including privacy terms) that authorize Dropbox to provide the Services hereunder, and (b) the proper authority and/or authorization to share user or signer information (including personally identifiable information) with Dropbox.

Dropbox Fax and Dropbox Fax API

1. Service Description. Dropbox Fax is an electronic fax service that allows Customers to upload and manage documents online, send and receive faxes online, and electronically sign faxes.
2. Security & Audits.
 - 2.1. Security Resources. Security Resources regarding these Services are available at <https://www.hellosign.com/trust/security>.
 - 2.2. Audits. Dropbox has completed Audit Reports as set forth for the applicable Audited Features. Customers can request a copy of the Audit Reports in accordance with Section 4.3 of the DSA.
3. Account Information. Customers of the Services must provide Dropbox with accurate and up-to-date information including, but not limited to, name, billing address, physical address, payment information (including credit card number), and national ID number (where applicable). Dropbox may be required to obtain copies of Customer’s or its users’ national IDs where required by legal proceedings, investigations,

or by our subcontractors/service providers. Customer will immediately provide any and all related account information upon request by Dropbox and Customer expressly authorizes Dropbox to share any and all account information, usage data, location data, and IP addresses with its subcontractors/service providers as necessary to provide the Services. Dropbox reserves the right to suspend or terminate Customer's account and/or its use of the Services if such account information is out-of-date or not provided immediately upon request.

4. Unsolicited Faxes and Spam.

4.1. Prohibition. The transmission of unsolicited fax advertisements is illegal in the United States under the Federal Telephone Consumer Protection Act of 1991 (TCPA) and in the European Union under the Privacy and Electronic Communications Regulations 2003, and is also illegal under the laws of a number of other countries, states and provinces. Dropbox reserves the right to immediately suspend or terminate Customer's use of the Services if Customer sends unsolicited fax advertisements or spam. Dropbox also reserves the right to monitor Customer's use of the Services and Dropbox may, in its sole discretion, block or refuse to deliver any messages it considers unsolicited fax advertisements or spam.

4.2. Complaints. If a third party believes that it has received an unsolicited fax advertisement from Customer, Dropbox may direct the third party to contact Customer directly. Customer will cooperate with Dropbox in its investigation of any claims regarding unsolicited faxes and scams.

5. Numbers and Porting.

5.1. General. Customer may obtain new telephone numbers from Dropbox for use with Dropbox Fax. Such numbers are subject to availability and Dropbox does not guarantee that any particular number can be assigned to a Customer. Dropbox also supports number porting (for US, UK and Canada) as per the terms below.

5.2. Porting. The porting of phone numbers into or out of an account requires Customer's provision of specific and detailed information to Dropbox and/or other service providers, and procedures imposed by other service providers or Dropbox to comply with law and industry standards. Customer acknowledges that the completion of any number port request may depend on factors outside of Dropbox's control, including delays caused by Customer and/or other service providers.

5.3. Port-In Requests. To port in a fax number, Customer must comply with the following requirements and procedures:

- a. Customer must keep its existing service active with the applicable third-party service provider to port a phone number to the Services.
- b. Customer must fill out and submit a porting request form as made available by Dropbox. By submitting the form, Customer acknowledges and agrees that it will be charged a one-time porting fee. The fee will be charged to Customer's account on the Services upon completion of the porting process.
- c. Dropbox will review the porting request form and verify whether it can port the requested number. If the requested number can be ported, Customer will be required to complete a letter of authorization form provided by Dropbox. Customer will be required to provide a recent copy of an invoice from Customer's current service provider to verify ownership of the requested number.
- d. After receiving a completed letter of authorization and copy of invoice, Dropbox will request the number be ported to the Services.
- e. Customer will be assigned a temporary number by the Services until the requested number is ported to the Services. Customer may elect to keep the pre-assigned number for an extra monthly fee.
- f. All fees are subject to Dropbox's then current pricing for the Services, which may be updated from time-to-time.

5.4. Port-Out Process. Customer may request the porting out of a fax number currently assigned to Customer's account on the Services to another service provider by following the instructions specified by that service provider. Customer must provide all information and cooperation requested by the relevant other services provider, Dropbox, or any other relevant third party.

- 5.5. Unauthorized Port Outs. Dropbox is required by law to comply with any valid porting request. Phone numbers may be ported out from an account due to acts or omissions of third parties, and it may be difficult or impossible for Dropbox to: (i) prevent such port-outs; (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an account. Dropbox has no responsibility or liability due to such port-outs.
- 5.6. Accurate Porting Information. Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from the Services (including without limitation any information or representations in any letter of agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.
- 5.7. Customer Compliance with Porting Laws. The porting of numbers is subject to telecommunications and other laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any fax number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties
- 5.8. Release of Numbers. In the event of account termination or cancellation, all numbers associated with the account which have not previously been ported to another provider may be released. The cancellation of individual lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of any Services, or any individual line.
6. Dropbox Fax API Terms. The following terms apply to use of the Dropbox Fax APIs.
 - 6.1. API Keys. To use the Dropbox Fax APIs, Customer must obtain its unique API credentials (an "API Key") via the registration process. Customer is solely responsible for all activity associated with its API Key, regardless of whether it has knowledge of such activity. Customer must not share its API Key with any third party, shall keep such API Key secure, and shall use it as Customer's sole means of accessing the Dropbox Fax API.
 - 6.2. Authentication. To the extent that Customer elects to use the Dropbox Fax API to enable integrated features on Customer Properties, Customer is required to authenticate the identity of each end user / sender through email confirmation or such other means that Dropbox may approve in its sole discretion. Customer is solely responsible and liable for such authentication and will indemnify, defend and hold Dropbox harmless against any claim related to such authentication. If Customer is using a third-party API or other service that allows Customer to perform any end user/sender authentication, then Customer is solely responsible and liable for such authentication.
 - 6.3. Limits. Subject to any additional limits set forth on the Order Form or on a product description page, Customers with a paid subscription can make up to 200 pending fax requests per day via the Dropbox Fax API (the "Transaction Limit"). Please contact our sales department if you wish to increase your Transaction Limit. Dropbox may be required to limit or suspend your use of the Dropbox Fax APIs when such suspension or limitation is necessary to prevent harm or liability to other customers/individuals, or to preserve the security, stability, availability, or integrity of the Services. Dropbox may limit the number of fax requests for Customers on a "basic" or "free" tier in its discretion.
 - 6.4. Properties. Only those Customer Properties that have been approved by Dropbox may access and use the Services. Dropbox reserves the right to reject any Customer Property, for any reason, in its sole discretion, including but not limited to ensure that you comply with the Agreement and the Acceptable Use Policy. Furthermore, you will ensure that the Customer Properties contain terms of service and privacy policies that are consistent with the terms of this Agreement.
 - 6.5. API Restrictions. You agree that you will not (and will not permit any third party to) directly or indirectly: (a) create an API client that functions substantially the same as the Dropbox Fax APIs; (b) make any use of the Dropbox Fax APIs for any purpose independent of the Customer Properties; (c) misrepresent the source or ownership of the Dropbox Fax APIs or remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the Dropbox Fax APIs; or (d) interfere with or disrupt the Dropbox Fax APIs or the servers or networks providing the Dropbox Fax APIs or Services.

- 6.6. Customer Applications. Customer may use the Dropbox Fax APIs to develop applications and/or embedded signing experiences for use by Customer or Customer's clients and their respective end users (collectively "Customer Applications"). Customer shall be solely responsible for the Customer Applications and shall ensure it has: (a) provided its customers, clients, and end users with the applicable terms (including privacy terms) that authorize Dropbox to provide the Services hereunder, and (b) the proper authority and/or authorization to share user or signer information (including personally identifiable information) with Dropbox.

DocSend

1. Service Description. DocSend is a communication and information sharing service and related technologies, including: (a) the DocSend website; (b) the interactive features and communication features available through the website; (c) and any other related services made available as described in an Order Form.
2. Security & Audits.
 - 2.1. Security Resources. Security resources regarding these Services are available at <https://www.docsend.com/security/>.
 - 2.2. Audits. Dropbox has completed Audit Reports as set forth for the applicable Audited Features. Customers can request a copy of the Audit Reports in accordance with Section 4.3 of the DSA.
3. Privacy.
 - 3.1. Sub-processors. Dropbox will list its current Sub-processors for the Services at <https://subprocessor.dropbox-legal.com/subprocessorlist.html>.
4. True Up Terms. Customer acknowledges and agrees that the Services may be configured to permit Customer to add additional End User Licenses to its account beyond the quantity purchased on an Order Form. Unless otherwise agreed in writing, Dropbox will calculate the number of active or suspended End User Licenses on Customer's account each month and, if the number of active or suspended End User Licenses exceeds the then-current purchased quantity, Customer will be charged for any additional End User Licenses on a prorated basis at the agreed upon rate in Customer's most recent applicable Order Form for the remainder of the then-current Service Term. Any additional End User Licenses purchased through this process during a Services Term will have a prorated term ending on the last day of the pre-existing Services Term and Customer agrees to pay for these additional End User Licenses for the remainder of the Services Term at the same billing frequency set forth on their most recent applicable Order Form. Any additional End User Licenses purchased in accordance with this paragraph are non-cancellable and non-refundable.
5. Additional Terms for DocSend Signature. "DocSend Signature" means the feature of the Services that facilitates the execution of Electronic Records between the parties to those records, using Electronic Signatures. By using DocSend Signature, Customer agrees to the following:
 - 5.1. Definitions. For purposes of this section, the following definitions apply:
 - "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
 - "Electronic Record" means a contract or other record created, generated, sent, communicated, received, or stored by Electronic means.
 - "Electronic Signature" means an Electronic sound, symbol, or process made available by us executed or adopted by you to sign an Electronic Record.
 - 5.2. Consent. By using DocSend Signature, Customer agrees to do business Electronically and to sign Electronic Records by Electronic Signature.
 - 5.3. Authority. If Customer is using DocSend Signature on behalf of a business, company or other legal entity, you represent that you have the authority to bind the business or entity to the Electronic Record you send or accept via DocSend Signature.
 - 5.4. Responsibility for Electronic Records and Signatures. Customer has exclusive control over and responsibility for the content, quality and format of any Electronic Record. Nothing in these Terms

makes Dropbox a party to any Electronic Record signed or shared via DocSend Signature. Customer is bound by any Electronic Signature made on its behalf by any person via DocSend Signature. Customer acknowledges that the use of Electronic Signatures and Electronic Records is governed by foreign, federal and state laws and the laws of other jurisdictions and agrees that it is responsible for complying with all such laws.

- 5.5. Legal Requirements. Electronic Signatures on certain types of Electronic Records may not be valid, enforceable, or have legal effect (e.g., wills or agreements concerning family law). Customer agrees that it is solely responsible for determining whether Electronic Records signed via DocSend Signature are valid, enforceable, or have legal effect, and we have no such responsibility. Dropbox makes no representations or warranties that Electronic Records signed via DocSend Signature are valid, enforceable, or have legal effect.
- 5.6. No Consumer Transactions. DocSend Signature is designed for business transactions, not consumer transactions. Some consumer protection laws may impose special requirements for Electronic Signatures and Electronic Records in connection with consumer transactions. Consumer transactions generally involve individuals who obtain, through a transaction, products or services which are used primarily for personal, family, or household purposes. These requirements may include providing disclosures and paper copies of Electronic Records. DocSend Signature does not comply with any of these requirements and other legal requirements. Customer may not use DocSend Signature in connection with consumer transactions.
- 5.7. Retention. Customer is responsible for determining how long it is required to retain or store Customer Data in compliance with any applicable law, including any Electronic Records Customer signs or shares via DocSend Signature. Any Electronic Records must be stored using Customer's own facilities, and Dropbox is not responsible for continuing to store or retrieve any Electronic Records or for ensuring that third parties receive Electronic Records Customer signs or shares via DocSend Signature.